

36775

EBASCO SERVICES INCORPORATED

EBASCO

160 Chubb Avenue, Lyndhurst, NJ 07071 (201) 460-1900

February 3, 1987

Mr. Nigel A. Robinson
Remedial Project Manager
U.S. Environmental Protection Agency
26 Federal Plaza, 7th Floor
New York, New York 10228

Subject: ASBESTOS DUMP SITE
REVIEW OF ADDENDUM TO FRED C. HART'S
SITE OPERATIONS PLAN
WORK ASSIGNMENT NUMBER: 10-26A2.0
EPA CONTRACT NUMBER: 68-01-7250

Dear Mr. Robinson:

As you requested in our meeting on January 27, 1987, Ebasco Services Incorporated has reviewed the subject addendum and comments on the addendum are attached.

If you have any questions on the attached comments please contact me at (201) 460-6509.

Very truly yours,

William R Colvin

William R. Colvin
Site Manager

WRC:vmt
Attachment

cc: D Sachdev
B Groves

ASB 001 0010

Ebasco Services Incorporated's Comments on
the Addendum to the Fred C. Hart Site Operations
Plan.

After reviewing the revised Addendum to Fred C. Hart Associates National Gypsum Site Operations Plan, Ebasco has the following comments:

- 1) The addendum states that all field work will be conducted in Level B (air supplied respirators). Attachment 1 specifies action levels as follows:

<u>PID Measurement</u>	<u>Level of Protection</u>
0 - 10 ppm	D
10 - 100 ppm	C
100 - 500 ppm	B

First, if Level B is to be used by all field personnel, then we question the listing of action levels and purpose of taking photoionization measurements.

Second, if action levels are to be used to determine levels of protection then they should be lowered significantly (see below) to conform to those levels outlined in the EPA Guidance document titled, Standard Operating Safety Guides, November, 1984:

<u>Hazard</u>	<u>Monitoring Method</u>	<u>Action Level</u>	<u>Level</u>
Unknown toxic vapors	PID	Background	D
	PID	> Background ≤ 5 ppm	C
	PID	> 5 ppm, ≤ 500 ppm	B
	PID	> 500 ppm	A

- 2) Asbestos exposure potential seems to be ignored. Excavating in asbestos fill may generate airborne asbestos fibers significantly greater than that during drilling. Granted the levels of protection (Level B) and decontamination procedures would probably protect workers adequately. Also the experience on this project has shown that the asbestos fill is wet and does not release significant amounts of fibers. Notwithstanding, the issue of asbestos exposure should be addressed especially since a new contractor, Haztech, is involved.
- 3) Should an excavated drum be deteriorated to such an extent that removal from the test pit is not feasible, a method of removing the contents of the drum should be addressed.

- 4) Drum samples or contents should be screened with the HNu to determine whether or not the samples should be considered "high hazard". Samples identified as "high hazard" must be labelled and packaged accordingly and the laboratory notified.
- 5) If drums are to remain onsite after demobilization, the condition of the drums should be checked periodically.
- 6) The Ebasco SM and the EPA RPM have agreed that Ebasco personnel will not enter the excavation work area. Therefore, coordination with Ebasco representatives of the USEPA will have to be effected outside of the excavation work area. Ebasco cannot approve of the drums Hart chooses to sample. However, the coordination is necessary to document which drums were sampled and to select the drums from which the split samples will be obtained.


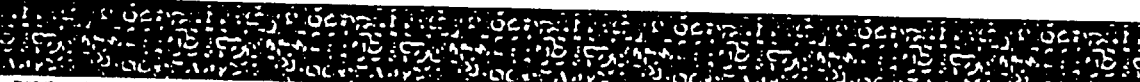


52379132

DESTINATION STATION

ASB 001 0013

FOLD HERE

SHIPPER'S ACCOUNT NO		SHIPPER'S REFERENCE		FORWARDER AIRBILL NO		DATE	
				 * A 5 2 3 7 9 1 3 2 *		2/3/87	
FROM (SHIPPER)		4236.305 945		TO (CONSIGNEE) PLEASE USE FULL ADDRESS, NO P.O. BOX		ORIGIN DESTIN	
William Colvin EBISCO SERVICES INC 160 CHURCH AVE LYNDHURST, NY				Mr Nigel A Robinson Remedial Project Manager U.S. Environmental Protection Agency 26 Federal Plaza, 7th Floor New York, New York 10228		PIECES WEIGHT	
TELEX / PHONE		ZIP CODE		TELEX / PHONE		SERVICE CHARGE	
220134 16013		11271		212-264-8674		DOCUMENT	
TOTAL DECLARED VALUE		DESCRIPTION OF CONTENTS (IF WORLDWIDE PACKAGE EXPRESS SERVICE PLEASE ATTACH COMMERCIAL INVOICES ON YOUR COMPANY LETTERHEAD) INCLUDING ANY MARKINGS, DIMENSIONS AND METHODS					
FOR CUSTOMS PURPOSES ONLY		Call Immediately Upon Arrival					
							
THIS IS A NON-NEGOTIABLE AIRBILL SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE OF THE SHIPPER'S COPY. IN TENDERING THIS SHIPMENT, SHIPPER AGREES THAT DHL SHALL NOT BE LIABLE FOR SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE CARRIAGE OF THIS SHIPMENT. DHL DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THIS SHIPMENT. THE LIABILITY OF DHL FOR ANY LOSS OR DAMAGE SHALL BE LIMITED TO U.S. \$100.00. INSURANCE COVERAGE IS AVAILABLE UPON SHIPPER'S REQUEST AND PAYMENT OF INSURANCE CHARGES. THERE ARE NO AGREED STOPPING PLACES FOR THIS SHIPMENT. INTERNATIONAL SHIPPERS PLEASE ALSO READ THE VARIOUS CONVENTION NOTICE ON THE REVERSE OF THE AIRBILL.							
SHIPPER'S SIGNATURE X				PICKED UP BY DHL DATE / /			
METHOD OF PAYMENT				NAME / TIME AM PM			
<input type="checkbox"/> BILL SHIPPER <input type="checkbox"/> BILL RECIPIENT (U.S. DEST ONLY)							
CONSIGNEE'S SIGNATURE				TOTAL			
RECEIVED IN GOOD ORDER AND CONDITION				DATE / /			
PLEASE PRINT NAME				TIME AM PM			

COPYRIGHT © DHL AIRWAYS, INC. 1985, 1986 • 333 TWIN DOLPHIN DRIVE, REDWOOD CITY, CA 94065

FOLD HERE

+
FF2